

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

In re:

KRZYSZTOF SONTAG
and
PATRICIA SONTAG

* * * * *

Case No. 1:23-bk-00465-HWV
Chapter 13

Debtors

*

COLLEGE SQUARE DEVELOPMENT, LLC

*

Movant

*

V.

*

KRZYSZTOF SONTAG

*

Respondent

*

**CONSENT ORDER RESOLVING MOTION OF COLLEGE SQUARE
DEVELOPMENT, LLC FOR RELIEF FROM THE AUTOMATIC STAY OF 11 U.S.C. §
362 TO TERMINATE LEASE OF CERTAIN NONRESIDENTIAL REAL PROPERTY
AND OBTAIN POSSESSION OF PREMISES**

Upon consideration of the motion of College Square Development, LLC (the “Landlord”), for relief from the automatic stay pursuant to 11 U.S.C. § 362(d)(1) (the “Motion”); it appearing that the parties consent to the relief sought in the Motion; it appearing that adequate notice of the Motion has been given; and for good cause having been shown; it is, by the United States Bankruptcy Court for the Middle District of Pennsylvania, hereby **Ordered**:

1. That the automatic stay with respect to the Non-Residential Real Property located at 444 WMC Drive, Westminster, Maryland (the "Premises") and that certain Standard Retail Lease Agreement dated July 9, 1997 between Krzysztof Sontag (the "Debtor") and the Landlord, as amended (the "Lease"), is lifted pursuant to 11 U.S.C. § 362, in order to permit the Landlord to

exercise its rights and remedies against the Premises and the Lease in accordance with the applicable condominium documents and applicable nonbankruptcy law, including without limitation, the right to terminate the Lease, the right to evict the Debtor from the Premises, and to take all necessary actions permitted by law to obtain possession of the Premises;

2. Notwithstanding the foregoing, the Landlord shall forbear from enforcing its interests against the Premises, the Lease and the Debtor so long as each of the following conditions are met and no Event of Default (as hereinafter defined) has occurred:

- a. The Debtor shall pay to the Landlord the amount of Twenty-Four Thousand Dollars (\$24,000) on or before April 28, 2025, by wire or ACH;
- b. After application of the \$24,000 payment, the remaining balance due as of May 1, 2025 shall be \$18,146.49, plus attorneys fees of \$2,000. The Debtor shall pay the Landlord the remaining outstanding balance of \$20,146.49 on or before May 15, 2025, by wire or ACH;
- c. The Debtor shall make all future monthly payments under the Lease as and when due, by wire or ACH.

3. The period of forbearance set forth herein shall terminate upon the occurrence of an "Event of Default" hereunder.

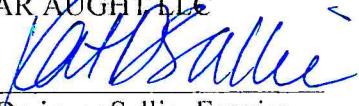
4. An "Event of Default" is defined as the failure of the Debtor to make any payment as required by this Consent Order, which failure is not cured within ten (10) days after written notice thereof by the Landlord to the Debtor (notice to the Debtor shall be via email notice to Debtor's undersigned counsel) and the Bankruptcy Court; *provided however*, that the Debtor shall be entitled to no more than two (2) cure periods and if the Debtor should receive notice of a Third "Event of Default," the Debtor shall have no right to cure the default and the Landlord shall be free to exercise its rights and remedies hereunder without further proceeding of this Court.

Landlord shall be free to exercise its rights and remedies hereunder without further proceeding of this Court.

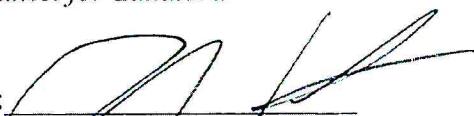
5. Upon the occurrence of an "Event of Default" hereunder the forbearance contemplated by this Consent Order shall be automatically terminated, and the Landlord shall be entitled to exercise its rights and remedies against the Premises and the Lease in accordance with the Lease, applicable non-bankruptcy law, including without limitation, the right to terminate the Lease, the right to evict the Debtor from the Premises, and to take all necessary actions permitted by law to obtain possession of the Premises.

WE ASK FOR THIS:

PILLAR ALIGHT LLC

By: 
Kate Deringer Sallie, Esquire
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Counsel for Landlord

By: 
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